

RECORDATION NO. 5853-5 Filed 1425

JAN 4 - 1982 - 11 35 AM



INTERSTATE COMMERCE COMMISSION
THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

December 28, 1981

LAW DEPARTMENT
Writer's direct
telephone line:

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No.

Date

JAN 4 1982

10.00

ICC Washington, D. C.

Dear Madam Secretary

Handwritten: 5853-5

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of a Supplemental Agreement dated as of December 15, 1981 by and between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21201 and Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

This Supplemental Agreement is supplemental to that Equipment Trust Agreement dated as of October 15, 1970 which was filed and recorded with the Interstate Commerce Commission on October 20, 1970 and assigned Recordation No. 5853.

By this Supplemental Agreement, said Equipment Trust Agreement is amended to include the following equipment:

Three (3) 100-ton open top hopper cars bearing L&N road numbers 552193-552195, inclusive, and

Two (2) 50-ton cabooses bearing L&N road numbers 6633 and 6634.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company who has knowledge of the matters set forth herein.

Attached hereto is a draft payable to the Interstate Commerce Commission to cover the recordation fee for said Supplemental Agreement.

After recordation, please return the recorded counterparts of said Supplemental Agreement to:

Mr. Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K Street, N. W.
Washington, D. C. 20006

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood
David M. Yearwood
General Attorney

5853-5

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Counterpart No. 1
Of 4 Counterparts

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INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of December 15, 1981, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee, under Louisville and Nashville Railroad Equipment Trust, Series 4, dated as of October 15, 1970, hereinafter called the "Trustee", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Equipment Trust Agreement, dated as of October 15, 1970, hereinafter called the "Equipment Trust Agreement", by and between the Trustee and the Railroad Company constituting Louisville and Nashville Railroad Equipment Trust, Series 4, there was leased to the Railroad Company certain railroad equipment as more fully described in the Equipment Trust Agreement; and

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on October 20, 1970 and assigned Recordation No. 5853; and

WHEREAS, there is now on deposit with the Trustee the sum of \$255,480, and the Railroad Company proposes, with the consent of the Trustee, to transfer to it under the Equipment Trust Agreement other equipment having a Fair Value as of the date hereof equal to or in excess of such sum.

NOW, THEREFORE, the Railroad Company does hereby agree to sell, assign, transfer and set over unto the Trustee, subject to the terms of the Equipment Trust Agreement, three (3) 100-ton open top hopper cars *and also* bearing the Railroad Company's road numbers 552193 - 552195, inclusive, and two (2) 50-ton cabooses bearing the Railroad Company's road numbers 6633 and 6634, having an aggregate Fair Value as of the date hereof of \$259,731, in substitution for such amount on deposit.

The Equipment Trust Agreement is hereby amended to include said equipment.

The Trustee does hereby agree to lease said equipment to the Railroad Company under and subject to the terms of the Equipment Trust Agreement.

The Railroad Company agrees to accept and hold said equipment under and subject to the terms of the Equipment Trust Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of the Equipment Trust Agreement.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

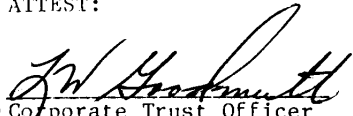
IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Equipment Trust Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Trustee

By 
Assistant Vice President

(Corporate Seal)

ATTEST:

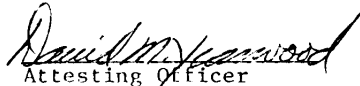

ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 30th day of December, 1981, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Shilow
Notary Public

(Notarial Seal)

My Commission expires 7-1-82.

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 28th day of December, 1981, before me personally appeared David O. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda L. Kelly
Notary Public

(Notarial Seal)

My Commission expires NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Oct. 5, 1985
Bonded by American Fire & Casualty Company